



Los Angeles County Department of Regional Planning

Planning for the Challenges Ahead



Bruce W. McClendon, FAICP
Director of Planning

August 19, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

EAST LOS ANGELES TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN (FIRST SUPERVISORIAL DISTRICT AFFECTED) (3 VOTES)

SUBJECT

Recommendation to award a three-year contract to Moule & Polyzoides in a sum not to exceed \$1,492,835 plus 15 percent contingency (\$223,925) for unforeseen additional work within the scope of the contract to develop a Transit Oriented Development Specific Plan in the East Los Angeles area for the 3rd Street Corridor Metro Gold Line Extension.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached three-year contract with Moule & Polyzoides, effective the day after your Board's approval or August 19, 2008, whichever is later, at a maximum contract amount of \$1,492,835 plus 15 percent contingency (\$223,925) for unforeseen additional work.
2. Approve the appropriation adjustment to increase the Department of Regional Planning's (DRP) budget by \$1,717,000 in Fiscal Year 2008-09. This reflects a transfer of funds to the DRP, under the discretion of the First Supervisorial District, in the amount of \$1,317,000 from the Unallocated Capital funds in the Chief Executive Office and \$400,000 from the Strategic Planning Fund in the Executive Office of the Board of Supervisors.

3. Authorize the Director of Planning or designee to increase the contract award by an amount not to exceed 15 percent of the total contract sum for unforeseen additional work within the scope of the contract.
4. Authorize the Director of Planning or designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the maximum contract sum of \$1,492,835 plus contingency; and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for your Board to approve the award of a contract with Moule and Polyzoides to develop a Transit Oriented Development Specific Plan for the East Los Angeles area along the Gold Line Extension route. The new Transit Oriented Development Specific Plan will include architectural-oriented zoning codes based on the local character of development. These codes have proven to be successful in other communities for promoting a high quality of design and development. Furthermore, these codes are prescriptive in nature and emphasize the visual aspects of a development and its relation to the street and the neighborhood. The Specific Plan will integrate land use, urban design and transportation policy to stimulate economic growth and enhance the quality of life in the East Los Angeles area. The East Los Angeles Transit Oriented Development (ELA TOD) Specific Plan is seen as a catalyst for redevelopment of the existing environment and the economy of the community.

The ELA TOD Specific Plan will include: 1) new zoning codes and an implementation plan for each new zone; 2) new land uses; 3) development regulations; 4) architectural standards; 5) parking and landscape standards; and 6) a schedule of complete implementation priorities, strategy and schedule to achieve economic and aesthetic revitalization of the community. The implementation measures within architectural-oriented zoning codes will refine the zoning code down to every street and block and to show what type of building and landscaping is appropriate for each building site on every block in a neighborhood. The ELA TOD Specific Plan will also include the preparation of an Environmental Impact Report (EIR) that will inform decision makers and the public of the Plan's potential environmental effects; propose mitigation measures to address potential impacts; and examine alternatives to the proposed project that can reduce or avoid potential environmental impacts. The certified EIR will be utilized in the evaluation of future projects within the ELA TOD. Following adoption, the ELA TOD Specific Plan can supersede the goals and regulations imposed by the 1988 East Los Angeles Community Plan and the 1988 Community Standards District within the boundaries of the Transit Oriented District.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal No. 1 (Service Excellence), and Goal No. 6 (Community Services), by providing the public with services that are both beneficial and responsive. Having a contractor that has the specialized expertise to provide this service accurately, efficiently, and timely will support the DRP in meeting these goals.

FISCAL IMPACT/FINANCING

The contract sum is \$1,492,835 plus 15 percent (\$223,925) for unforeseen additional work within the scope of the contract for a maximum total of \$1,716,760. The contract sum is based on the price quoted by Moule & Polyzoides. Additional tasks are often dictated by external variables for projects of this nature. For example, community issues such as the need for more parking, additional security, bicycle paths, pedestrian access or more community parks may arise during the outreach process and may result in additional zoning studies and other community planning work. The contingency will accommodate such additional tasks if needed.

The contract does not include provisions for cost-of-living adjustments throughout the term of this contract.

The First Supervisorial District will provide the funding to the DRP for this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract contains all of the most recent required provisions including, but not limited to, non-responsibility and debarment, child support compliance, GAIN/GROW, Safely Surrendered Baby Law, and the provisions of paid jury service time for the contractor's employees.

This is a non-Prop A contract. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, the DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

Data regarding the proposers' minority participation is on file with the DRP. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The DRP will not require the contractor to perform services that exceed the Board approved contract sum, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have an effect on the environment and therefore, this contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

CONTRACTING PROCESS

The DRP conducted a competitive Request for Proposals (RFP) to solicit the services. The RFP was released on January 3, 2008. Consistent with the RFP process, interested proposers were required to submit a proposal demonstrating their ability to provide the services. The solicitation information was made available through the Internet on the County's Bid Webpage, and an advertisement was placed in the Los Angeles Times.

In response to the advertisement efforts, a copy of the RFP was provided to 54 potential contractors. Two proposals were received by the February 28, 2008 deadline. These proposals were reviewed using an initial "pass/fail" process to determine which proposals would be evaluated. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The two proposals received passed the initial screening of the RFP process.

An evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from the DRP, the Department of Public Works, Community Development Commission, and MTA. The evaluation committee members objectively evaluated the proposals submitted by the following proposers:

- Moule & Polyzoides
- Torti Gallas & Partners

The evaluation committee members reviewed the proposals consistent with the selection process and evaluation criteria set forth in the RFP which included price, experience, work plan, financial resources, and references. In addition, the two proposers were interviewed by the evaluation committee. Moule & Polyzoides was the highest-ranked proposer, and the lowest-cost bid.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The resources allocated for this project have been anticipated. The DRP will assign one full-time planning position to the project. Review and oversight of the contract will be handled by an Assistant Section Head and a Supervising Regional Planner who will each spend 20 percent of their time on the project. If the staff time and funding were not devoted to this assignment, the role of the DRP would be reduced to a monitoring function with Metro (MTA) taking the initiative on planning. Under these circumstances there would be no assurance that the resulting Gold Line extension would be consistent with County policy or the expressed needs of the community.

The responsibilities currently assigned to the staff that will be dedicated to this project will be temporarily reassigned to existing staff. The award of this contract will not infringe on projects or services provided by the DRP.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter, and two original signature copies of the contract to the Director of Planning.

Respectfully submitted,



BRUCE W. McCLENDON
Director of Planning, FAICP

BWM:AO:lr

Attachments

c: First Supervisorial District
Chief Executive Office
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Department of Regional Planning

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. 720

DEPARTMENT OF Regional Planning

07/09/2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2008 - 09

3 - VOTES

SOURCES:

- ✓ Board of Supervisors/Executive Office
- ✓ Services & Supplies
- A01-BS-10010-2000
- ✓ \$400,000

Capital Projects/Refurbishments

VARIOUS

- ✓ Various 1st District Improvements(1)
- A01-CP-6014-65099-77043
- ✓ Fixed Assets - Building and Improvements
- \$1,317,000
- ✓ APPROPRIATION DECREASES


USES:

- ✓ Department of Regional Planning
- ✓ Services & Supplies
- A01-RP-19350-2000
- \$1,717,000

APPROPRIATION INCREASES

JUSTIFICATION:

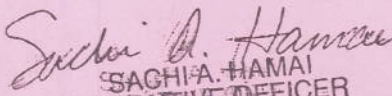
- ✓ This reflects the transfer of \$400,000 from the BOS/EO Services & Supplies plus \$1,317,000 from the First District Capital Improvement Fund to the Department of Regional Planning Services & Supplies budget for consultant services to develop a Transit Oriented Development Specific Plan in the East Los Angeles area for the 3rd Street Corridor Metro Gold Line Extension.


 Bruce W. McClendon, FAICP, Director of Planning

CHIEF ADMINISTRATIVE OFFICER'S REPORT

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

41 - AUG 19 2008


 SACHIA A. HAMAI
 EXECUTIVE OFFICER

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER BY

No. 016

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

APPROVED AS REQUESTED

AS REVISED

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

41 AUG 19, 2008



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MOULE & POLYZOIDES

FOR

**EAST LOS ANGELES TRANSIT ORIENTED DEVELOPMENT
SPECIFIC PLAN**

JULY 2008

76663

**EAST LOS ANGELES TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MOULE & POLYZOIDES
FOR
EAST LOS ANGELES TRANSIT ORIENTED DEVELOPMENT
SPECIFIC PLAN**

This Contract and Exhibits made and entered into this 19th day of AUGUST, 200_ by and between the County of Los Angeles, hereinafter referred to as County and MOULE & POLYZOIDES, hereinafter referred to as Contractor. CONTRACTOR is located at 180 EAST CALIFORNIA BOULEVARD AT PICHER ALLEY, PASADENA, CA 91105.

RECITALS

WHEREAS, the County may contract with private businesses for a Transit Oriented Development Specific Plan when certain requirements are met; and

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization and staffing to provide the services contemplated by this Contract on behalf of COUNTY; and

WHEREAS, COUNTY lacks the experience and resources necessary to provide a Transit Oriented Development Specific Plan; and

WHEREAS, COUNTY is authorized by Government Code Section 31000 to Contract for such services, including those contemplated herein; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for provision of a Transit Oriented Development Specific Plan and CONTRACTOR has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contract Discrepancy Report
- 1.8 EXHIBIT H - Contractor Acknowledgment and Confidentiality Agreement
- 1.9 EXHIBIT I - Jury Service Ordinance
- 1.10 EXHIBIT J - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this

Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between The County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 County Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by the County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by the County's Board of Supervisors, unless sooner terminated, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify the Department of Regional Planning (DRP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DRP at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by the County to Contractor for providing required work under this Contract for the Term. Total charges shall not exceed the amounts set forth in the Proposal, as shown in *Exhibit B – Pricing Schedule*.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the DRP at the address herein provided in *Exhibit E - County's Administration*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work

approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 10th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Arthur Young, Contract Analyst
Department of Regional Planning
320 W. Temple St., Rm. 1383
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County's Project Manager and the County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge when assigned to County facilities.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 The County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. The County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to

the satisfaction of the County whose background or conduct is incompatible with County facility access.

- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.5.3 The Contractor shall sign and adhere to the provisions of the Exhibit H – *Contractor Acknowledgement and Confidentiality Agreement*.

7.6 Licenses, Permits, Registrations and Certificates

Contractor shall obtain and maintain in effect during the term of this agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included

under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of Planning or designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Planning.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),

corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract, and the

services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice

that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the

Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the DRP will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the DRP shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5)

years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in

connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight

embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the Contractor's negligent acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Arthur Young, Contract Analyst, Department of Regional Planning, 320 W. Temple Street., Rm. 1383, Los Angeles, CA 90012 prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for

the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or

lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Planning or designee, the Contractor is deemed to be non-compliant with the

terms and obligations assumed hereby, the Director of Planning or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Planning or designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Planning or designee, determines that there are deficiencies in the performance of this Contract that the Director of Planning or designee, deems are correctable by the Contractor over a certain time span, the Director of Planning or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Planning or designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said

amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard

to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the DRP from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Planning or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or

“proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County or its authorized representatives shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract at no cost. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the

Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing

services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to Arthur Young, Contract Analyst, Department of Regional Planning, 320 W. Temple Street, Rm. 1383, Los Angeles, CA 90012 before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract

pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 If, during the term of this Contract, County funds appropriated for the purpose of this Contract are reduced or eliminated, the County may immediately terminate this Contract upon written notice to the Contractor.

8.42.3 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.42.5 After receipt of the Notice of Termination, the Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its

termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of the information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

- 8.42.6 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due to the County.
- 8.42.7 Subject to the provisions of the subparagraphs 8.44.1 and 8.44.2 below, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount; subject to other limitations and provided that such amount not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.42.8 Upon termination of this Contract, the Contractor shall deliver to the County all work completed or in progress,

including all data, reports and deliverables within ten (10) business days after termination of this Contract.

- 8.42.9 Upon termination of this Contract, the Contractor shall comply with the provisions of Paragraph 8.38, Records Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County

may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.1 It is understood and agreed that the documents, reports, designs and specifications created by Contractor are and shall be instruments of service ("Instruments of Service"). As such, Contractor owns all intellectual property rights in the Instruments of Service, including copyright. By this agreement, Contractor grants to County a non-exclusive irrevocable license in perpetuity to use the Instruments of Service for the project for which they were created. County may reproduce and distribute the Instruments of Service for such use. In the event Contractor is terminated, or is for any reason no longer involved in the project(s), County is permitted to continue to use the Instruments of Service for the project(s), for which they were created, so long as County releases Contractor from any and all liability associated with the County's continued use of the Instruments of Service without the involvement of Contractor, unless the same is caused by Contractor's sole negligence or willful misconduct.

9.2 Notwithstanding the above, any reuse of the work products by the County on other projects will be at the risk of the County.

10.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

10.1 The Contractor shall indemnify, hold harmless and defend the County from and against any and all liability, damages, costs, and

expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

- 10.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either:
 - 10.2.1 Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
 - 10.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 10.2.2 Modify the questioned equipment, part, or software so that it is free of claims.
- 10.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: MOULE & POLYZOIDES

By [Signature]
Name
Executive VP
Title

COUNTY OF LOS ANGELES

By [Signature]
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By [Signature]
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 AUG 19 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

FOR

**EAST LOS ANGELES TRANSIT ORIENTED
DEVELOPMENT SPECIFIC PLAN**

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EAST LOS ANGELES TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN EXHIBIT A STATEMENT OF WORK

1.0 SCOPE OF WORK

The consultant will be expected to carry out the tasks and deliverables described below in order to prepare a Transit Oriented Development Specific Plan in East Los Angeles (ELATOD Specific Plan) in anticipation of the Metro Gold Line Eastside Extension project, currently under construction and with an estimated completion date of late 2009. The development standards and the codes for its implementation will apply in the designated area defined by the ELATOD Specific Plan. The ELATOD Specific Plan would be adopted by ordinance and work in concert with Los Angeles County Title 22 (Zoning Code) and supersede it when items appear in both documents.

A form-based code would wholly, or partially, replace conventional zoning that regulates development by use; this code would be organized by zones based on development intensity instead of land use zones as the spatial basis for regulating development in the proposed transit oriented district. The zones implement the urban design objectives of each part of the plan area by assigning building types that are permitted and are not permitted and are subject to the requirements of the applicable zone. Each building type also includes density ranges that represent the typological limits of each building type and the range of dwellings it can accommodate and the corresponding architectural standards development characteristics with which to realize them.

Similarly, the ELATOD Specific Plan would also provide an integrated set of standards with which to review the individual projects that will determine whether the proposed use is permitted, permitted with conditions, a Conditional Use Permit (CUP) is required or the use is not permitted in the zone. The ELATOD

Specific Plan would act as an overlay zone and would supersede where applicable the goals and policies of the current East Los Angeles Community Plan and Community Standards District in the designated Transit Oriented Plan area.

One (1) of the primary objectives of the ELATOD Specific Plan is to implement and be consistent with the goals and policies of the Land Use (LU) Element of General Plan, specifically:

- Goal LU-1: Efficient and progressive land use policies that address the diverse needs of all Los Angeles County (County) residents.
 - Policy LU 1.1: Encourage urban infill development on vacant or underutilized sites and brownfield areas.
 - Policy LU 1.2: Promote and encourage transit oriented development along major transportation corridors.
 - Policy LU 1.3: Encourage mixed use development to facilitate the linkage between housing and employment opportunities.
 - Policy LU 1.6: Endorse increased residential density in appropriately designated areas.

The ELATOD Specific Plan must also:

- Produce a plan that has wide support and input from the community from all stakeholders.
- Support and stimulate economic growth by conducting a comprehensive economic analysis of the commercial and residential land market in East Los Angeles that produces a plan to maximize revenue-generating opportunities in the community.
- Contain a comprehensive analysis of the public realm and a streetscape plan that includes a landscape and street design that maximizes transit access and integrates all forms of transportation, including walking, bicycles, transit and automobiles. Architectural standards and a landscape plan will be included for neighborhoods, station areas and blocks that enhances the local character.

- Include versions in English and Spanish for all materials produced and provide Spanish translation for all Public Outreach Sessions and Charrettes.

The timeline of each task is given at the beginning of the task and is also represented in Chart 1 of this document.

1.1 Task 1: Project Definition

Timeline: 12 weeks; includes 2-3 weeks for staff review

The purpose of this task is to gain a better understanding of the project area. The proposed transit oriented corridor will be defined as being ½ mile to the north and south of 3rd Street and Pomona Boulevard. The northern boundary is delineated by Cesar Chavez Avenue. The eastern boundary is formed by the Pomona Freeway, the border of unincorporated East Los Angeles and the City of Monterey Park, Sadler Avenue, Margaret Avenue, Atlantic Boulevard, Arizona Avenue and Eastern Avenue. The southern border of the ELATOD Specific Plan area will be Eagle Street, 5th Street, Hubbard Avenue and Whittier Boulevard. The western boundary is Indiana Avenue, the border of unincorporated East Los Angeles and the City of Los Angeles and Downey Road. A map of the area is provided in Exhibit A of this document.

The Maravilla, Civic Center and Atlantic Pomona station areas are all less than ½ mile apart and all are located east of the Long Beach (710) Freeway and form a contiguous corridor as the last three (3) stations on the Gold Line Extension. The Indiana Station is on the western edge of East Los Angeles just east of the boundary with the City of Los Angeles. These two (2) areas to the west and the east of the 710 Freeway are the same in length east to west (1.25 miles). The 710 Freeway, and the Pomona Freeway and the Calvary Cemetery to the west of the 710, pose significant barriers and challenges to forming a continuous transit oriented corridor. These and other issues in the western portion of the ELATOD Specific Plan will be addressed in the charrette process.

The project definition will also familiarize the team with the relevant information, requirements and preliminary ideas for early direction and preparation for the public outreach sessions. This task includes the following components:

1.1.1 Fieldwork: The consultant will facilitate the initial kickoff meeting with County staff to review the project scope and schedule and to confirm/clarify each of the key project issues and goals. This task also includes performing field research and analysis of existing conditions and will produce a Background Report document.

1.1.2 Public Outreach: The consultant will conduct extensive public outreach to ensure that all stakeholders in the identified Transit Oriented District are properly noticed in a timely fashion of all public meetings regarding the proposed ELATOD Specific Plan. The consultants will also ensure that a representative from each identified stakeholder group will be able to attend the entire six (6) or seven (7) day charrette or make arrangements that will be acceptable to each stakeholder group. The consultants will conduct a minimum of four (4) Public Outreach sessions where they will present their analytical findings of the Background Report.

The Background Report will be based on their fieldwork to engage the community about its aspirations and expectations for the near and long term. The topics covered should include a wide variety of subjects such as walkability, land use, open space, safety, transit access and the preservation of local character. At the conclusion of each workshop, the consultant will have generated an understanding about the community's ideas and expectations for itself. The consultant will document each workshop in a memorandum to the Department of Regional Planning (DRP) staff for distribution to all participants.

The consultant will gain the necessary information with which to prepare a series of diagrams of the project area for a variety of subjects. The consultant will tour the project area with the team and interview the appropriate staff and interested parties to both communicate the consultant's findings as well as gain additional insight and direction. The objective is to prepare relevant analytical diagrams with which to communicate to the public.

Upon completing the Public Outreach sessions, the consultant will meet with County staff to evaluate the effectiveness of the venue, methods and techniques used to adjust their approach and/or adjust the scope accordingly.

- Requests by the consultant for GIS information, such as parcel data for example, shall be submitted in writing at least one (1) week prior to the date the data is needed.
- Requests for traffic studies are not readily accessible to the DRP and will take substantially more time to obtain. The time needed for delivery of data to the consultant will be at least fifteen (15) days from the date the DRP receives the written request.

1.1.3 Project Definition Session: The consultant will initiate a meeting with the DRP staff to review and discuss all that has materialized during the fieldwork and initial public outreach. The purpose of this session is to evaluate the progress and feedback received to date to both identify the relevant issues and needs of the project and to accordingly adjust the scope of work. Upon concluding the meeting, the consultant and the County will have enough information with which to properly define the project and provide a progress report to the Planning Commission in a Study Session format.

1.1.4 Planning Commission Progress Report: The consultant will report all progress and feedback to the Planning Commission

culminating with the project-definition based on this information. This will be presented to the Planning Commission for review, input and direction with which to begin the charrette. The charrette is to be for the 3rd Street Corridor and its four (4) Gold Line Stations. At the end of this task, the consultant will have initiated the design phase of this project.

1.1.5 Task 1 Meetings and Deliverables

- Kick off meeting and field trip with the DRP staff
- Stakeholder interviews
- Project Definition work session with the DRP staff
- Four (4) Public Outreach workshops with the community
- A Background Report based on the findings from the consultant's fieldwork that describes and summarizes the existing conditions within the proposed Transit Oriented District
- Analytical and Fieldwork Diagrams for use during Public Outreach. Format: 30x42 color Field Work Poster Plan that summarizes the goals, objectives and recommendations of the consultant along with the opportunities, by addressing the topics of land use, building types, architecture, streetscape, circulation and street types, open spaces, economics, infrastructure, cultural and historic resources
- Facilitate at least four (4) Public Outreach Sessions to address existing conditions in the community
- Noticing of Public Outreach Sessions and upcoming Charrette in English and Spanish at least two (2) weeks before each event
- Analytical diagrams and fieldwork observations summary, results of stakeholder interviews and Public Outreach Community Meetings. Format: 11x17 color, twenty five (25) copies

- Facilitation of Progress Report Session with Planning Commission and County staff in the form of a Power Point presentation
- A Project Definition Memorandum that summarizes and documents all of the significant findings of the Background Report and community input received from the Public Outreach Sessions that defines the project and directs the charrette process that follows
- Written progress report for each deliverable emailed or faxed to the DRP staff on Thursdays of every week
- **All deliverables are to include versions in English and Spanish**

1.2 Task 2: Charrette

Timeline: 2 weeks

This task focuses on taking the knowledge and base-information gained from the Task 1 process to produce the desired outcomes that will lay the framework for the ELATOD Specific Plan. The charrette would be the method used to engage the community, identify the desired outcomes and move expeditiously toward tangible results. To address the plan area, the consultant facilitates a seven (7) day charrette that will focus on the transit corridor, tentatively identified as a half-mile radius in each direction from each of the four (4) Gold Line Stations.

1.2.1 The Charrette

Through the course of the six (6) to seven (7) day charrette, participants will see the strategies formed by the team that will lead to the preparation of design solutions for the various subjects. Using the results from Task 1, the consultant's team embarks on ideas and solutions that are applicable and in the realm of possibility and acceptance by the community. Throughout each

day, the team holds working meetings for particular subjects with the appropriate parties.

The team's work progresses toward completion by involving the public and any other stakeholders (e.g., owners groups, merchants, traffic engineers, planning staff, etc.). At the end of each day, the progress is presented to the participants for review and comment. Each day builds upon the next with participants clearly seeing progress and results.

The charrette concludes with a final presentation to the community by the consultant team. Depending upon the issues and needs, the consultant also will provide daily summary presentations throughout the charrette. On the last day of the charrette, the structural content will be presented for review and comment. The sessions are broken down by theme each day and a summary of the most important topics covered are described:

- **Day 1: Background and Vision**

- Goals, Objectives and Strategies for Economics, Land Use, Retail, Urban Design, Streetscapes, and Open Spaces Preliminary Program

- **Day 2: Schematic Design**

- Land Use Plan, Urban Design Plan, Streetscape Plan
- The following topics will be presented by the facilitators to the participants:
 - a) Infrastructure Needs Analysis
 - b) Economic Analysis of Alternatives
 - c) Financing, Development and Implementation Outline
 - d) Perspectives and Images of Desired Outcomes

- **Day 3: Details/Technical Review**

- Preliminary Form Based Code
- Refined products from Day 2

- **Day 4: Code and Implementation**
 - Draft Form Based Code
 - Draft products from Day 3
- **Days 5-7: Final Design and Production**
 - Goals, Policies and Objectives for all products from previous days, including: Form Based Code, Land Use, Urban Design, and Streetscape Plans.
 - Final Presentation

1.2.2 Task 2 Deliverables:

- Facilitation and completion of Charrette
- **Translation into Spanish available during all parts of the Charrette and all materials supplied shall have instructions in English and Spanish**

1.3 Task 3: Post Charrette

Timeline: 8 weeks; includes 4 weeks for staff review

The purpose of the post charrette process is to take stock of all strategies, outlines, illustrated ideas, methods, desired outcomes, codes and implementation measures produced during each charrette, refine each as necessary and provide all of the materials for review by the public and by the consultant team. For this task, the consultant will produce refinements to any diagrams, drawings, memos or other items produced that will be used in the ELATOD Specific Plan document.

1.3.1 Task 3 Deliverables

- Written Report to the DRP Staff regarding Charrette Results and Direction
- Written Report summarizing findings and recommendations and outline of the economic impact and marketing study
- Twenty five (25) copies of Charrette Catalog, an 11x17 color document that contains all materials produced at the Charrette including a pdf version for the DRP to post on its website

- A large format, reproducible Poster Plan version of the Charrette Catalog
- Provide a written report including diagrams and drawings for the following subjects:
 - Urban Design Plan: Neighborhood, District and Corridor Geography
 - Urban Design Plan: Block and Street Plan
 - Land Use Plan: Regulating Plan and Zones with Form Based Code that include the following elements:
 - a) Land Use Standards
 - b) Development Standards
 - c) Building Types, Placement and Massing
 - d) Frontage Types
 - e) Architectural Styles
 - Traffic, Parking, Transit and Circulation Plan
 - Public Realm Plan: Plazas, Streetscapes, Sections
 - Infrastructure Plan: Sewer, storm drain, water, others as appropriate
 - Financing, Development and Implementation Strategy Outline: includes planning-level cost estimates and funding sources for each component
 - Retail Program and Strategy Diagram
- Project Description Report
- Written progress report to the DRP staff for each deliverable emailed or faxed on Thursdays of every week
- **All deliverables are to include versions in English and Spanish**

1.4 Task 4: Prepare Transit Oriented District Specific Plan

Timeline: 22 weeks; includes 4 weeks for staff review of Administrative Draft, Public Hearing Draft and Final Draft of ELATOD Specific Plan

The purpose of this task is for the consultant to produce a final product in the form of an ELATOD Specific Plan. The Plan will create a completely new set of development standards and zoning codes within the specified boundaries of the Transit Oriented District. These new standards and form based zoning codes will supersede those in the East Los Angeles Community Plan and the East Los Angeles Community Standards District within the Transit Oriented District when items appear in both documents.

The goals, outcomes, policies, strategies, frameworks and plans identified in the Charrettes will be translated into the appropriate narrative, standards, measures and programs. The implementation tool will be a new Form Based Zoning Code.

The consultant will prepare an Administrative Draft and Executive Summary of the ELATOD Specific Plan with one (1) review by County staff during a two (2) to three (3) week period. The consultant will conduct up to two (2) meetings with County staff. This process will be repeated for the Public Hearing Draft and the Final Draft.

The actual content and organization of the ELATOD Specific Plan is subject to discussion between the DRP and the consultant, the document is proposed to contain these major elements and be organized as follows:

Chapter 1: Introduction

- Plan Purpose, Authority and Goals
- Existing Conditions
- Specific Plan Policies
- Public Participation and Plan Participation
- Introduction to the District Plan Principles
- Strategy and Framework for Revitalization

Chapter 2: Form and Character

- Vision and Plan for 3rd St Transit Oriented Corridor/District
- Cultural Resources
- Landscape

- The Public Realm: Nature, Open Space, Parks, Plazas,
- Streetscapes and Trails
- Environmental Stewardship
- Storm Water Management
- Trees and Planting
- Mobility Plan
- Connectivity
- Street Design and Street Network
- Parking
- Transit, Parking and Cyclists

Chapter 3: Implementation

- Strategy to Achieve Revitalization
- Economic and Fiscal Summary
- Plan-Wide Implementation Priorities
- Development Potential and Implementation Schedule
- Summary of Projects for Implementation
- Funding Sources
- Utility Infrastructure
- Water Supply
- Sewage Disposal
- Storm Drainage
- Energy and Resource Conservation
- Relocation of Utilities below ground

Chapter 4: The Code

The consultant will develop a form based code for this project area. A form based code is a prescriptive code that is focused on the types, architecture and forms of buildings, emphasizes the visual aspect of development, streets types and neighborhoods and creating pleasing and functional public spaces as opposed to traditional zoning that is based on proscribing which uses are

permitted and those that are not. The form based code should be organized in the following manner:

- Applicability, Administration and Organization
- Regulating Plan and Zones
- Land Uses
- Development Regulations
- Architectural Standards
- Architectural Types
- Building Placement and Massing
- Frontage Types
- Architectural Style
- Sign Regulations
- Other Project Design and Development Standards
- Parking Design
- Landscape Standards
- Fences, Walls and Screening
- Subdivision/Open Space Standards
- Street Network Standards
- Procedures for Variances and Nonconformities
- Code Glossary

1.4.1 Meetings and Deliverables

- Consultant meets with the DRP staff up to two (2) times to review Administrative Draft
- Consultant meets with the DRP staff up to two (2) times to review Public Hearing Draft
- Consultant meets with the DRP staff up to two (2) times to review Final Draft
- Administrative Draft of ELATOD Specific Plan (reproducible 11x17 Color, twenty five [25] copies) + meeting with staff
- Public Hearing Draft of ELATOD Specific Plan (reproducible 11x17 Color, twenty five [25] copies) + meeting with staff

- Final Draft of ELATOD Specific Plan (reproducible 11x17 Color, twenty five [25] copies)
- A large format, reproducible Poster Plan of the Administrative Draft, Public Hearing Draft and the Final Draft of the ELATOD Specific Plan
- Two (2) Form Based Code Training Sessions: available for all interested sections of the DRP
- Attend and make Power Point presentation at an Administrative Draft Review Session with the Planning Commission
- Attend and make Power Point presentation at an Public Hearing Draft Review Session with Planning Commission
- **All deliverables are to include versions in English and Spanish**

1.5 Task 5: Adoption Process

Timeline: 9 months

The consultant is present at every Planning Commission and Board of Supervisors hearing and will answer any questions from the Commissioners/Supervisors. The consultant also may be required to give presentations at any select number of these hearings. The consultants shall remain available for any and all assistance required to the DRP throughout the entire adoption process.

1.5.1 Deliverables

- The consultant will attend and participate in all Planning Commission and Board of Supervisors public hearings regarding the ELATOD Specific Plan throughout the adoption process.

1.6 Task 6: Prepare Related California Environmental Quality Act Documents

Timeline: 65 weeks

1.6.1 Project Kick-Off Meeting and Environmental Impact Report Team Coordination Meetings

The Environmental Impact Report (EIR) consultant project manager will attend a kick-off meeting with County staff. This meeting will be to confirm the schedule for the preparation of the EIR, set dates for the scoping meetings, and review the project description and schedule. The consultant will attend the kick-off meeting at the beginning of the ELATOD Specific Plan process and begin the California Environmental Quality Act (CEQA) process at that time. The meeting will also serve as a “brainstorming” session to allow the project team to identify key areas of concern and potential mitigation. Other County staff meetings will be scheduled as needed, up to a total of five (5) meetings throughout the course of preparing the ELATOD Specific Plan. The EIR will be done concurrently with ELATOD Specific Plan tasks.

1.6.2 Prepare Initial Study

The EIR consultant will prepare an Initial Study utilizing the County’s unique format. The Initial Study will be completed after the project kick-off meeting and once a preliminary draft of the Plan has been completed (to allow for preparation of the project description). Two (2) rounds of County staff review of the Initial Study will be provided, meaning both preliminary and administrative versions prior to preparation of the Initial Study for public review.

1.6.3 Notice of Preparation

The EIR consultant will prepare the Notice of Preparation (NOP), and the County will circulate the NOPs as part of the early scoping effort.

1.6.4 Public Scoping Meeting

The EIR consultant will conduct up to three (3) public scoping meetings on the EIR.

1.6.5 Prepare Screen check Draft EIR

The EIR consultant will prepare a complete screen check Draft EIR for review by County staff prior to publication. The screen check draft will include all text, tables, and figures, and will be prepared in accordance with the CEQA Guidelines. The Draft EIR will include the following sections:

- *Executive Summary.* The Executive Summary will identify each significant effect of the project; issues raised by the agencies and the public; and the relation to the General Plan. Actions associated with the project, including all approvals and reviews necessary for implementation of the project, will be identified and listed. The Executive Summary will be produced complete with graphics to allow the County to distribute the summary as a stand-alone document, if desired.
- *Introduction.* The Introduction will summarize the legal role of the EIR in the development process and will describe why an EIR is considered appropriate for the project proposed. The Introduction will also indicate the issues that are addressed in the EIR and why others were dismissed through the Initial Study.
- *Project Description.* The Project Description will include descriptions, maps, and drawings illustrating the proposed project; a detailed description of each project component; information about potential construction activities; and a description of existing conditions. All project objectives will be listed and described. Also included will be a list of all public approvals that may be required to implement the project and a list of all agencies that will be expected to use the EIR for CEQA clearance in their actions related to the project.

- *Environmental Setting.* This section will outline the environmental setting for each environmental issue evaluated in the EIR, focusing on the current state of the immediate environment and other regulations that currently apply.
- *Thresholds Used to Determine Level of Impact.* Explicit thresholds of significance will indicate what standards apply to the environmental category and will be the basis for determining whether a project effect is or is not significant. Regulatory agencies standards, the County's General Plan, CEQA regulations, and appropriate scientifically based standards will be clearly stated and documented.
- *Environmental Impacts.* The technical analysis of potential impacts will be provided in this section, drawing from the technical studies described above and the additional analysis conducted.
- *Mitigation Measures.* This section will identify mitigation measures required to avoid or minimize any identified significant impacts. Any mitigation needed in addition to the compliance with existing standards and regulations will be practical and specific. Where possible, mitigation will be incorporated into the Draft Zoning Ordinance.
- *Level of Impact after Mitigation.* This section will identify the residual impact remaining after the identified mitigation is implemented.
- *Analysis of Alternatives.* This section will provide an analysis of three (3) different project alternatives for each project. The alternatives chosen for analysis may include options raised during the NOP review period or alternative approaches considered during the project review process. Two (2) additional alternatives will focus on alternate project design or uses. The

No Project alternative required by CEQA will be examined as well.

- *CEQA Required Findings.* This section will provide all the sections required by CEQA, including: Growth-Inducing, Effects, Cumulative Impacts, Significant Environmental Effects, Significant Irreversible Environmental Changes, and effects found not to be significant.
- *References.* This section will list references used in the EIR and identify organizations and persons consulted in preparation of the EIR.

1.6.6 Prepare Draft EIR for Public Review

The purpose of this task is to prepare the Draft EIR for distribution to the public for the required public review after revisions are made in response to County staff comments on the administrative draft. The EIR consultant will prepare the Notice of Completion and Environmental Transmittal Form (as required by the State Clearinghouse) and submit these forms, along with the EIR, to the State Clearinghouse. The County will be responsible for publishing the Notice of Completion and filing it with the County Clerk.

1.6.7 Prepare Responses to Comments

Following the completion of the public review period on the Draft EIR, the EIR consultant will prepare responses to the comments received in writing. An administrative draft version of the responses to comments will be submitted to the County for review. Two (2) rounds of review are anticipated. The final version of the responses to comments will be included in the Final EIR. The EIR consultant assumes a moderate level of public comment on the Draft EIR. If a substantial volume of comment letters is received, this allowance may be exceeded. At the close of the comment period, The EIR

consultant will assess with County staff the effort required to fully respond to comments and determine whether a budget adjustment is required.

1.6.8 Prepare Draft and Final Mitigation Monitoring Program

The purpose of this task is to prepare a Mitigation Monitoring Program (MMP) consistent with County CEQA Guidelines. The EIR consultant will prepare an MMP for the mitigation measures identified in the EIR consistent with the County's standards for such documents. The MMP will identify required mitigation measures, responsible implementing agencies or departments, and the timeframe for implementation. The EIR consultant will provide a draft for staff review and prepare a final version that incorporates staff's directed revisions.

1.6.9 Prepare Final EIR

Once staff has approved the Responses to Comments, the EIR consultant will prepare a draft Final EIR which meets CEQA guidelines. The draft Final EIR will include the following:

- Revised cover page
- Revised table of contents
- Revised text of EIR incorporating changes
- Responses to comments on the Draft EIR
- Comments received

1.6.10 Findings of Fact and Statement of Overriding Considerations

The EIR consultant, will prepare the required Findings and, if necessary, the Statement of Overriding Considerations for action by the Board of Supervisors on the project. The Statement of Overriding Considerations and Findings of Fact will become exhibits of the Resolution certifying the Final EIR, providing

evidence that the County has considered environmental effects and mitigation measures in compliance with CEQA, and thus can certify the EIR.

1.6.11 Attend Public Hearings

The EIR consultant's project manager and appropriate technical specialists will be available to attend two (2) public hearings on the project before the Planning Commission and the Board of Supervisors.

1.6.12 Program Management

The EIR consultant will use standardized and proven methods of tracking program progress and budget, ensuring that the schedule is maintained, that the budget is adhered to, and that appropriate staff is assigned as needed. Tools utilized include a company-wide labor schedule that is updated weekly to allocate staff hours over a four (4) month period. The consultant also employs accounting and project management software that allows the project manager to check weekly on the budget and staff utilization. Weekly phone conversations between the DRP staff and the consultant will occur on a weekly basis and written progress reports will be provided with monthly invoices to keep County staff apprised of program progress.

Summary of EIR Meetings and Products

1.6.13 Meetings and Deliverables

- Up to three (3) Scoping Meetings
- Up to five (5) Meetings with County Staff
- Two (2) Public Hearings
- Revised Project Schedule, including Scoping Meeting Dates
- Draft Project Description

- Preliminary, Administrative, and Public Review Initial Study
- Preliminary Draft EIR
- Administrative Draft EIR
- Public Review Draft EIR
- Preliminary Draft Responses to Comments
- Administrative Draft Responses to Comments
- Response to Comments Document for Public Hearings
- Draft and Final MMP
- Preliminary Draft Final EIR
- Administrative Draft Final EIR
- Final EIR for Publication
- Monthly Progress Reports
- **All deliverables are to include versions in English and Spanish**

2.0 ADDITION/DELETION OF WORK

2.1 This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the Contract; including adding/deleting specific tasks, work products, or meetings. At any time during the Contract, the consultant may be notified in writing of desired changes by the Director of Planning or designee. Any desired changes must be mutually agreed upon, in writing, between the consultant and the County.

2.2 All changes must be made in accordance with Sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting in addition to the meeting called out in each task description in the Scope of Work

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these

personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Furnished Items

- 5.2.1 County Holiday Calendar

CONTRACTOR

5.3 Licenses, Permits, Registrations and Certificates

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

5.4 Project Manager

- 5.4.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during

all hours, three hundred sixty five (365) days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty four (24) hour per day basis.

5.4.2 Project Manager shall act as a central point of contact with the County.

5.4.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.5 Personnel

5.5.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.5.2 Contractor shall be required to background check their employees as set forth in Sub-paragraph 7.4 – Background & Security Investigations, of the Contract.

5.6 Uniforms/Identification Badges

5.6.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director of Planning or designee, will be provided by and at Contractor's expense.

5.6.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

5.7 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.8 Training

5.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

5.9 Contractor's Office

5.9.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

5.10 Furnished Items

5.10.1 The contractor shall furnish all personnel, transportation, supplies, equipment, materials and other items necessary to provide all deliverables required under this Contract. These include, but are not limited to the following items and activities:

- A. The Contractor shall maintain an office in the company's name where the Contractor conducts business in Los Angeles County or an adjacent county. Phone, fax, computer, and travel-related expenses for meetings are the responsibility of the Contractor and not the County.
- B. The Contractor shall provide courier service between the Contractor's office and the County. The Contractor shall pay the costs of such services out of its own resources.

6.0 HOURS/DAYS OF WORK

- 6.1 Contractor will be available during the DRP's regular business hours of Monday through Thursday between 7:00 a.m. and 6:00 p.m. to respond to County inquiries. The County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County and approved by the County.

Contractor is not required to provide services on County-recognized holidays. The DRP will provide a list of County Holidays to Contractor at the time the Agreement is approved, and at the beginning of each calendar year.

7.0 WORK SCHEDULES

- 7.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1 The County Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or replace deliverables.
- 8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and

materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty four (24) hours for approval. Contractor shall submit an invoice to the County's Project Director within five (5) working days after completion of the work.
- 8.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 8.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 SPECIFIC WORK REQUIREMENTS

- Tasks are to be initiated and completed according to the work schedule listed in Exhibit B of this document.
- The desired results are listed in the meetings and deliverables section beginning with Section 1.1.5 through Section 1.6.13 and must be completed by the Thursday of the week listed in Exhibit B of this document.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.



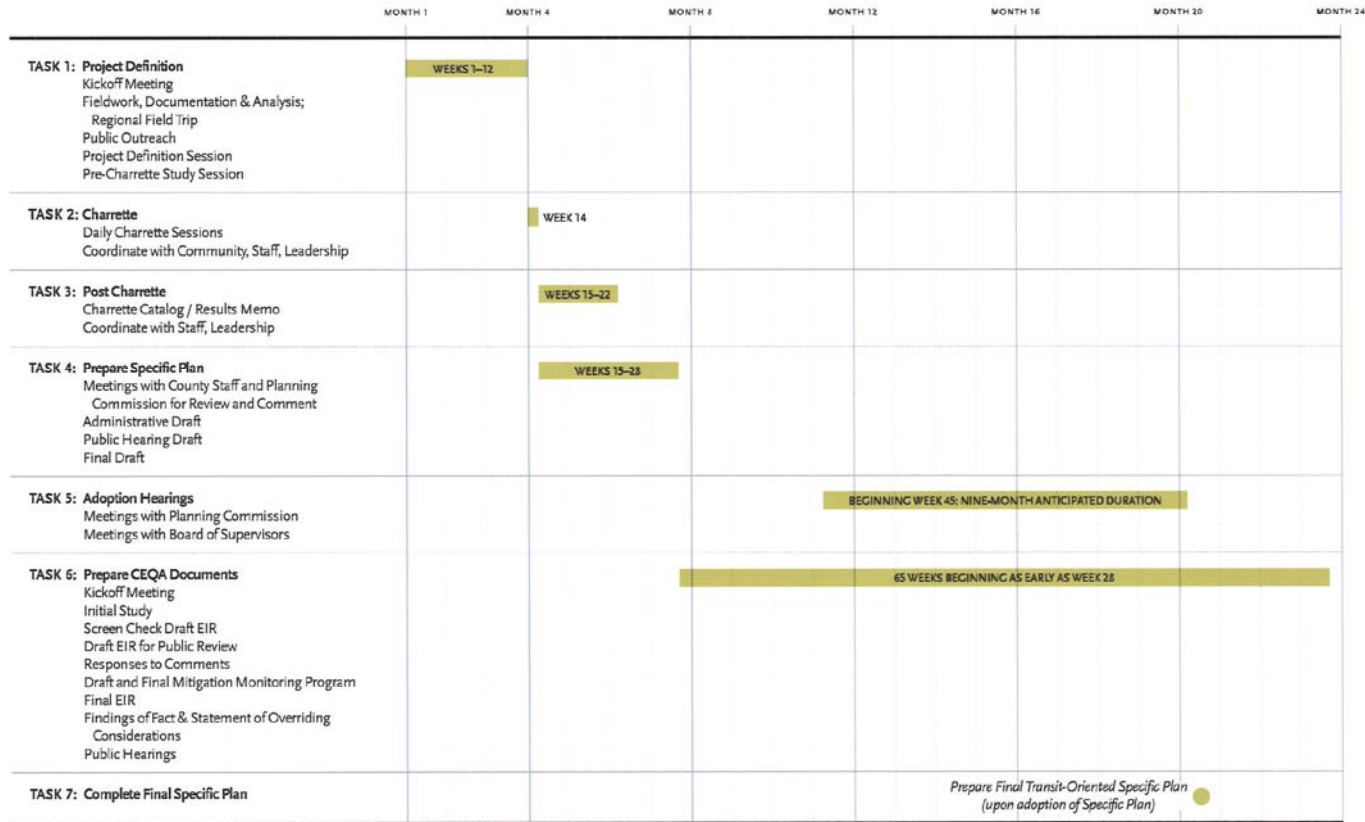
Work Requirements						
EAST LOS ANGELES TOD SPECIFIC PLAN TIMELINE						
	Weeks 1-12	Weeks 13-14	Weeks 15-23	Weeks 24-46	Weeks 47-65	Weeks 66-87
Tasks						
Project Definition						
Charrette						
Post Charrette						
Prepare TOD Plan						
Plan Adoption						
Prepare EIR						

PRICING SCHEDULE

Moule & Polyzoides Architects and Urbanists
 East Los Angeles Transit Oriented Development Specific Plan
 May 29, 2008

	Fee Amount
Task 1 Project Definition	\$198,855
Task 1 Quality Control Coordination	\$3,000
Task 2 Charrette	\$235,825
Task 2 Quality Control Coordination	\$2,000
Task 3 Post Charrette	\$50,990
Task 3 Quality Control Coordination	\$4,000
Task 4.1 1st Admin Draft Specific Plan	\$128,120
Task 4.1 Quality Control Coordination	\$10,000
Task 4.3 Public Draft Specific Plan	\$116,755
Task 4.3 Quality Control	\$10,000
Task 5 Adoption Process	\$37,790
Task 5 Quality Control Coordination	\$4,500
Task 6 EIR	\$498,570
Task 6 Quality Control Coordination	\$7,500
Task 7 Final Specific Plan	\$23,930
Task 7 Quality Control Coordination	\$1,000
Total Fee	\$1,332,835
Expenses	\$160,000
Total Contract Amount	\$1,492,835

CONTRACTOR'S PROPOSED SCHEDULE



EAST LOS ANGELES TRANSIT-ORIENTED DISTRICT SCHEDULE

COUNTY OF LOS ANGELES
LOS ANGELES, CALIFORNIA

MOULE & POLYZOIDES
ARCHITECTS AND URBANISTS
APRIL 2008

CONTRACTOR'S EEO CERTIFICATION

Moule & Polyzoides

Contractor Name

180 East California Boulevard at Picher Alley, Pasadena, CA 91105

Address

95-4337916

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

STEFANOS POLYZOIDES, Executive VP
Authorized Official's Printed Name and Title


Authorized Official's Signature

30 June 08
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Bruce McClendon
Title: Director of Planning
Address: 320 W. Temple St. Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6401
Facsimile: (213) 974-6384
E-Mail Address: BMcClendon@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Russell Fricano
Title: Supervising Regional Planner
Address: 320 W. Temple St. Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6427
Facsimile: (213) 974-6384
E-Mail Address: rfricano@planning.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: David McDonald
Title: Senior Regional Planning Assistant
Address: 320 W. Temple St. Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6417
Facsimile: (213) 974-6384
E-Mail Address: dmcDonald@planning.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Ania Onley
Title: Head, Strategic Planning and Program Services
Address: 320 W. Temple St., Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6631
Facsimile: (213) -974-6384
E-Mail Address: aonley@planning.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Moule & Polyzoides**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Jose Antonio PerezTitle: Senior AssociateAddress: 180 East California BoulevardPasadena, CA 91105Telephone: (626) 844-2400 Ext. 231Facsimile: (626) 844-2410E-Mail Address: aperez@mparchitects.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Stefanos PolyzoidesTitle: PartnerAddress: 180 East California BoulevardPasadena, CA 91105Telephone: (626) 844-2400 Ext. 239Facsimile: (626) 844-2410E-Mail Address: spolyzoides@mparchitects.comName: Elizabeth MouleTitle: PartnerAddress: 180 East California BoulevardPasadena, CA 91105Telephone: (626) 844-2400 Ext. 238Facsimile: (626) 844-2410E-Mail Address: emoule@mparchitects.com**Notices to Contractor shall be sent to the following:**Name: Stefanos PolyzoidesTitle: PartnerAddress: 180 East California BoulevardPasadena, CA 91105Telephone: (626) 844-2400 Ext. 239Facsimile: (626) 844-2410E-Mail Address: spolyzoides@mparchitects.com

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

Contractor Representative's Signature and Date _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Moule & Polyzoides Contract No. _____GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

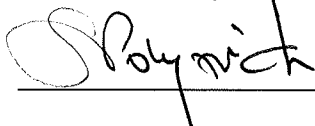
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 30 / 5 / 08

PRINTED NAME: _____

STEFANO POLYZOIDES

POSITION: _____

Exec VP

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief executive officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe-la.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-8-BABY SAFE • 1-877-223-8723

www.babysofcalifornia.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their mind can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-6088.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public restrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt, and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-223-9723

www.babysafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores sociales trabajarán para poder visualizarlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Entre otros deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen *custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Unos probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en hueros públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.

